# Exhibit 15 Part 1 of 12

I, Ryan Moriarty, am a Insider at 3361 Monroe Pizza, LLC, a franchised Domino's® store located at 791 NY-17M, Monroe, New York 10950. This declaration is based on my personal knowledge, unless otherwise indicated.

- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that on February 13, 2017 the court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3361 Monroe Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3361 Monroe Pizza, LLC in January 2016, not by Domino's. I also previously worked for this store in about 2014 or 2015. I applied directly to 3361 Monroe Pizza, LLC, not Domino's, and I interviewed with Lee who was an employee at 3361 Monroe Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3361 Monroe Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 3 of 61

4. My supervisors also are responsible for setting my salary, as well as giving me

pay increases. Similarly, 3361 Monroe Pizza, LLC is responsible for paying my wages, and each

of my paychecks comes from 3361 Monroe Pizza, LLC, not Domino's.

5. I have always worked at or from 3361 Monroe Pizza, LLC's restaurant, and I use

3361 Monroe Pizza, LLC's tools, such as ovens and other pizza-making equipment, to perform

my duties. I have never worked for any other franchisees, nor have I ever worked for Domino's

or any of its corporate stores.

I only work with employees of 3361 Monroe Pizza, LLC, and not any employees 6.

of Domino's. I have never met or interacted with any employees of Domino's.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 3361 Monroe Pizza, LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By: Ayan Markety

Printed Name: Ryan Markety

Date: 2/16/17

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3361 Monroe Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action. You have further explained, and I understand, that on February 13, 2017 the court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

By: Allewards

Printed Name: Ryan Mosias + Y

Date: 2/6/18

- I, Kevin Ross, am a Delivery Expert at 3361 Monroe Pizza, LLC, a franchised Domino's® store located at 711 NY-17M, Monroe, New York 10950. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that on February 13, 2017, a court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3361 Monroe Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3361 Monroe Pizza, LLC in February, 2016, not by Domino's. I applied directly to 3361 Monroe Pizza, LLC, not Domino's, and I interviewed with Dave, who was an employee at 3361 Monroe Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3361 Monroe Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.

4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, 3361 Monroe Pizza, LLC is responsible for paying my wages, and each of my paychecks comes from 3361 Monroe Pizza, LLC, not Domino's.

I have always worked at or from 3361 Monroe Pizza, LLC's restaurant, and I use 5. 3361 Monroe Pizza, LLC's tools, such as ovens and other pizza-making equipment, to perform my duties. I have never worked for any other franchisees, nor have I ever worked for Domino's or any of its corporate stores.

6. I only work with employees of 3361 Monroe Pizza, LLC, and not any employees of Domino's. I have never met or interacted with any employees of Domino's.

7. To my knowledge, Domino's has had no involvement in any aspect of my employment with 3361 Monroe Pizza, LLC. I do not consider myself to be an employee of Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

Printed Name: Kevin J. Rosa

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3361 Monroe Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

Ву:

Printed Name: Kevi4 J. 1853

Date:

Confidential FranchisorDefs-00020989

- I, Pegasus Colwell, am a Delivery Expert at 3469 Mastic Pizza, LLC, a franchised Domino's® store located at 1265 Montauk Hwy D. Mastic, New York 11950. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3469 Mastic Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3469 Mastic Pizza, LLC in October 2014, not by Domino's. I applied directly to 3469 Mastic Pizza, LLC, not Domino's, and I interviewed with Arshad Kahn, who is an employee, the General Manager at 3469 Mastic Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3469 Mastic Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, 3469 Mastic Pizza, LLC is responsible for paying my wages, and each of my paychecks comes from 3469 Mastic Pizza, LLC, not Domino's.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 9 of 61

5. I have always worked at or from 3469 Mastic Pizza, LLC's restaurant, and I use

3469 Mastic Pizza, LLC's tools, such as ovens and other pizza-making equipment, to perform

my duties. I have never worked for any other franchisees, nor have I ever worked for Domino's

or any of its corporate stores.

I only work with employees of 3469 Mastic Pizza, LLC, and not any employees 6.

of Domino's. My interaction with Domino's employees has been limited to one store inspection,

which was brief. None of these inspectors have ever given me instructions about how I should

perform my duties.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 3469 Mastic Pizza, LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

Printed Name: PEGASUS COLUNCU

Confidential FranchisorDefs-00020991

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3469 Mastic Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

Printed Name: PEBASUS COLUMI

Date: 27/17

Confidential FranchisorDefs-00020992

- I, Matthew Rose, am a Delivery Expert at 3361 Monroe Pizza, LLC, a franchised Domino's® store located at 791 NY-17M, Monroe, New York 10950. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that on February 13, 2017 the court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3361 Monroe Pizza, LLC, and I do not believe that Domino's is my "employer." I was hired by 3361 Monroe Pizza, LLC in November 2016, not by Domino's. I applied directly to 3361 Monroe Pizza, LLC, not Domino's, and I interviewed with Dave who was an employee at 3361 Monroe Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3361 Monroe Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 12 of 61

4. My supervisors also are responsible for setting my salary, as well as giving me

pay increases. Similarly, 3361 Monroe Pizza, LLC is responsible for paying my wages, and each

of my paychecks comes from 3361 Monroe Pizza, LLC, not Domino's.

5. I have always worked at or from 3361 Monroe Pizza, LLC's restaurant, and I use

3361 Monroe Pizza, LLC's tools, such as ovens and other pizza-making equipment, to perform

my duties. I have never worked for any other franchisees. I worked for a Domino's corporate

store from about June of 2015 to June of 2016.

6. While working at 3361 Monroe Pizza, LLC, I only work with employees of 3361

Monroe Pizza, LLC, and not any employees of Domino's. To my knowledge, while working at

3361 Monroe Pizza, LLC I have never met or interacted with any employees of Domino's.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 3361 Monroe Pizza, LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

Printed Name: Matthew Rose

Date: 2/16/2617

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You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3361 Monroe Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action. You have further explained, and I understand, that on February 13, 2017 the court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

ву:

Printed Name: Matthew Rose

Date:

- I, Stephan Larkin, am a Delivery Driver at 3469 Mastic Pizza, LLC, a franchised Domino's® store located at 1265 Montauk Hwy D. Mastic, New York 11950. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3469 Mastic Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3469 Mastic Pizza, LLC in April 2015, not by Domino's. I also previously worked for 3469 Mastic Pizza, LLC in 2009 2010. I applied directly to 3469 Mastic Pizza, LLC, not Domino's, and I interviewed with Arshad Khan who is an employee, the General Manager, at 3469 Mastic Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3469 Mastic Pizza, LLC.
  On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 15 of 61

4. My supervisors also are responsible for setting my salary, as well as giving me

pay increases. Similarly, 3469 Mastic Pizza, LLC is responsible for paying my wages, and each

of my paychecks comes from 3469 Mastic Pizza, LLC, not Domino's.

5. I have always worked at or from 3469 Mastic Pizza, LLC's restaurant, and I use

3469 Mastic Pizza, LLC's tools, such as ovens and other pizza-making equipment, to perform

my duties. I have never worked for any other franchisees, nor have I ever worked for Domino's

or any of its corporate stores.

6. I only work with employees of 3469 Mastic Pizza, LLC, and not any employees

of Domino's. My interaction with Domino's employees, has been solely with respect to 2 pr 3

store inspections, which are brief and infrequent. None of these inspectors have ever given me

instructions about how I should perform my duties.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 3469 Mastic Pizza, LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By: ge Je

Printed Name: Stephan Laikin

Date: 2-7-19

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's franchisees (the "Franchisees"), including my employer, 3469 Mastic Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

Printed Name: Stephan Caikin

Date: 2-7-17

- I, Rodney Parker, am an Assistant Manager at 3469 Mastic Pizza, LLC, a franchised Domino's® store located at 1265 Montauk Hwy D. Mastic, New York 11950. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3469 Mastic Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3469 Mastic Pizza, LLC in December 12, 2012, not by Domino's. I applied directly to 3469 Mastic Pizza, LLC, not Domino's, and I interviewed with and was hired by Arshad Khan, who is an employee at 3469 Mastic Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3469 Mastic Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, 3469 Mastic Pizza, LLC is responsible for paying my wages, and each of my paychecks comes from 3469 Mastic Pizza, LLC, not Domino's.

I have always worked at or from 3469 Mastic Pizza, LLC's restaurant, and I use 5. 3469 Mastic Pizza, LLC's tools, such as ovens and other pizza-making equipment, to perform my duties. I have never worked for any other franchisees, nor have I ever worked for Domino's or any of its corporate stores.

I only work with employees of 3469 Mastic Pizza, LLC, and not any employees of Domino's. I have never interacted with any employees of Domino's.

To my knowledge, Domino's has had no involvement in any aspect of my 7. employment with 3469 Mastic Pizza, LLC. I do not consider myself to be an employee of Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By: Ruly Fall

Printed Name: Rodney Parker

Date: 2/8/17

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's franchisees (the "Franchisees"), including my employer, 3469 Mastic Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

By: Taly Taly
Printed Name: Rodney Parker
Date: 2/8/17

Confidential FranchisorDefs-00021001

I, Justin Zernit, am a Delivery Expert at 3469 Mastic Pizza, LLC, a franchised Domino's® store located at 1265 Montauk Hwy D. Mastic, New York 11950. This declaration is based on my personal knowledge, unless otherwise indicated.

- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3469 Mastic Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3469 Mastic Pizza, LLC in approximately August 2016, not by Domino's. I applied directly to 3469 Mastic Pizza, LLC, not Domino's, and I interviewed with Arshad Khan, who is an employee at 3469 Mastic Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3469 Mastic Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, 3469 Mastic Pizza, LLC is responsible for paying my wages, and each of my paychecks comes from 3469 Mastic Pizza, LLC, not Domino's.

5. I have always worked at or from 3469 Mastic Pizza, LLC's restaurant, and I use 3469 Mastic Pizza, LLC's tools, such as ovens and other pizza-making equipment, to perform my duties. I have never worked for any other franchisees, nor have I ever worked for Domino's or any of its corporate stores.

I only work with employees of 3469 Mastic Pizza, LLC, and not any employees of Domino's. I have never interacted with any employees of Domino's.

To my knowledge, Domino's has had no involvement in any aspect of my 7. employment with 3469 Mastic Pizza, LLC. I do not consider myself to be an employee of Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By: Just 3cm

Printed Name: Justin Zemit

Date: 2/1/11

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3469 Mastic Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

Dulinted Money

Printed Name:

Date:

Confidential FranchisorDefs-00021004

- I, Ryan Gennaro, am a Delivery Expert at 3489 Riverhead Pizza, LLC., a franchised Domino's® store located at 158 Old Country Road, Riverhead, New York, 11901. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3489 Riverhead Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3489 Riverhead Pizza, LLC in June 2016, not by Domino's. I applied directly to 3489 Riverhead Pizza, LLC, not Domino's, and I interviewed with Sammy Samudio, who is an employee, the General Manager, at 3489 Riverhead Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3489 Riverhead Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 24 of 61

My supervisors also are responsible for setting my salary, as well as giving me 4.

pay increases. Similarly, 3489 Riverhead Pizza, LLC is responsible for paying my wages, and

each of my paychecks comes from 3489 Riverhead Pizza, LLC, not Domino's.

I have always worked at or from 3489 Riverhead Pizza, LLC's restaurant, and I 5.

use 3489 Riverhead Pizza, LLC's tools, such as ovens and other pizza-making equipment, to

perform my duties. I have never worked for any other franchisees, nor have I ever worked for

Domino's or any of its corporate stores.

I only work with employees of 3489 Riverhead Pizza, LLC, and not any 6.

employees of Domino's. I have never interacted with any employees of Domino's.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 3489 Riverhead Pizza, LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By: Ryan Genna

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3489 Riverhead Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

By: Ryan Gennar's
Date: 02/07/2017

Confidential FranchisorDefs-00021007

- I, Thomas Giordano, am a Delivery Expert at 3441 Ossining Pizza, LLC, a franchised Domino's® store located at 189 South Highland Avenue, Ossining, New York 10562. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that on February 13, 2017 the court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3441 Ossining Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3441 Ossining Pizza, LLC in July, 2016, not by Domino's. I applied directly to 3441 Ossining Pizza, LLC, not Domino's, and I interviewed with Rayan, who is an employee at 3441 Ossining Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3441 Ossining Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 27 of 61

4. My supervisors also are responsible for setting my salary, as well as giving me

pay increases. Similarly, 3441 Ossining Pizza, LLC is responsible for paying my wages, and

each of my paychecks comes from 3441 Ossining Pizza, LLC, not Domino's.

5. I have always worked at or from 3441 Ossining Pizza, LLC's restaurant, and I use

3441 Ossining Pizza, LLC's tools, such as ovens and other pizza-making equipment, to perform

my duties. I have never worked for any other franchisees, nor have I ever worked for Domino's

or any of its corporate stores.

I only work with employees of 3441 Ossining Pizza, LLC, and not any employees 6.

of Domino's. I have never met or interacted with any employees of Domino's. None of these

inspectors have ever given me instructions about how I should perform my duties.]

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 3441 Ossining Pizza, LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By: Thomas Glordono
Date: 2/16/2017

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3441 Ossining Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action. You have further explained, and I understand, that on February 13, 2017 the court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

Printed Name: Thousand

Printed Name: homos 610

Date: 2/16/201

- I, Xiomara Perez am a CSR at 3489 Riverhead Pizza, LLC., a franchised Domino's® store located at 158 Old Country Road, Riverhead, New York, 11901. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3489 Riverhead Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3489 Riverhead Pizza, LLC in December 2016, not by Domino's. I applied directly to 3489 Riverhead Pizza, LLC, not Domino's, and I interviewed with Sammy Samudio, who is an employee at 3489 Riverhead Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3489 Riverhead Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, 3489 Riverhead Pizza, LLC is responsible for paying my wages, and each of my paychecks comes from 3489 Riverhead Pizza, LLC, not Domino's.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 30 of 61

I have always worked at or from 3489 Riverhead Pizza, LLC's restaurant, and I 5.

use 3489 Riverhead Pizza, LLC's tools, such as ovens and other pizza-making equipment, to

perform my duties. I have never worked for any other franchisees, nor have I ever worked for

Domino's or any of its corporate stores.

I only work with employees of 3489 Riverhead Pizza, LLC, and not any 6.

employees of Domino's. I have never interacted with any employees of Domino's.

To my knowledge, Domino's has had no involvement in any aspect of my 7.

employment with 3489 Riverhead Pizza, LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By: Yiomara Perez

Date: 02/08

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3489 Riverhead Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

By: Trinted Name: Yomara Perez

Date: 02/08

Confidential FranchisorDefs-00021013

I, Abdul Malek, am a Delivery Expert at 3694 Lower East Side Pizza, LLC, a franchised Domino's® store located at 205 Allen Street, New York, New York 10002. This declaration is based on my personal knowledge, unless otherwise indicated.

- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3694 Lower East Side Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3694 Lower East Side Pizza, LLC four months ago, in 2016, not by Domino's. I applied directly to 3694 Lower East Side Pizza, LLC, not Domino's, and I interviewed with Shipon Mohammed, who is an employee at 3694 Lower East Side Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3694 Lower East Side Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 33 of 61

My supervisors also are responsible for setting my salary, as well as giving me 4.

pay increases. Similarly, 3694 Lower East Side Pizza, LLC is responsible for paying my wages,

and each of my paychecks comes from 3694 Lower East Side Pizza, LLC, not Domino's.

5. I have always worked at or from 3694 Lower East Side Pizza, LLC's restaurant,

and I use 3694 Lower East Side Pizza, LLC's tools to perform my duties. I have never worked

for any other franchisees, nor have I ever worked for Domino's or any of its corporate stores.

I only work with employees of 3694 Lower East Side Pizza, LLC, and not any 6.

employees of Domino's.

To my knowledge, Domino's has had no involvement in any aspect of my 7.

employment with 3694 Lower East Side Pizza, LLC. I do not consider myself to be an employee

of Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By:

Printed Name: <u>ABOUL</u> MALEX

Date: <u>02/87/2017</u>

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3694 Lower East Side Pizza, LLC, located at 205 Allen Street, New York, New York 10002. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

Rv

Printed Name:

9/07/2010

Confidential FranchisorDefs-00021067

- I, Mohammed Uddin, am a Delivery Expert at 3694 Lower East Side Pizza, LLC, a franchised Domino's® store located at 205 Allen Street, New York, New York 10002. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3694 Lower East Side Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3694 Lower East Side Pizza, LLC in May, 2015, not by Domino's. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3694 Lower East Side Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, 3694 Lower East Side Pizza, LLC is responsible for paying my wages, and each of my paychecks comes from 3694 Lower East Side Pizza, LLC, not Domino's.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 36 of 61

5. I have always worked at or from 3694 Lower East Side Pizza, LLC's restaurant,

and I use 3694 Lower East Side Pizza, LLC's tools to perform my duties. I have never worked

for any other franchisees, nor have I ever worked for Domino's or any of its corporate stores.

I only work with employees of 3694 Lower East Side Pizza, LLC, and not any 6.

employees of Domino's.

To my knowledge, Domino's has had no involvement in any aspect of my 7.

employment with 3694 Lower East Side Pizza, LLC. I do not consider myself to be an employee

of Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By:

Printed Name: MOHAMMAED J.UDDIN

Date: 02-07-2017

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's ® franchisees (the "Franchisees"), including my employer, 3694 Lower East Side Pizza, LLC, located at 205 Allen Street, New York, New York 10002. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

By:
Printed Name: MOHAMMAED J. UDDIN

Date: 02-07-2017

- I, Motasem Esaefan, am a Delivery Driver at 117 Mineola Ave., LLC, a franchised Domino's® store located at 117 Mineola Avenue, Roslyn Heights, New York 11577. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 117 Mineola Ave., LLC, and I do not believe that Domino's ever was my "employer." I was hired by 117 Mineola Ave., LLC in about March 2015, not by Domino's. I applied directly to 117 Mineola Ave., LLC, not Domino's, and I interviewed with an employee at 117 Mineola Ave., LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 117 Mineola Ave., LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, 117 Mineola Ave., LLC is responsible for paying my wages, and each of my paychecks comes from 117 Mineola Ave., LLC, not Domino's.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 39 of 61

5. I have always worked at or from 117 Mineola Ave., LLC's restaurant, and I use

117 Mineola Ave., LLC's tools, such as ovens and other pizza-making equipment, to perform my

duties. I also worked for two other Domino's franchised stores, which were located in Carle

Place and Levittown New York. I have never worked for Domino's or any of its corporate

stores.

6. I only work with employees of 117 Mineola Ave., LLC (and employees of the

Carl Place and Levittown stores while I was working at those locations), and not any employees

of Domino's. I have never met or interacted with any employees of Domino's.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 117 Mineola Ave., LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

D...

Printed Name: Molasem Esaelan

Date:

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 117 Mineola Ave., LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present. I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

By: Maduell Section Printed Name: Moderson Essueforo

- I, Mohammad Hayat, am a Delivery Expert at 3342 New Windsor Pizza, LLC, a franchised Domino's® store located at 420 Windsor Highway, New Windsor, New York 12553. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that on February 13, 2017 the court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3342 New Windsor Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3342 New Windsor Pizza, LLC in January 2017, not by Domino's. I applied directly to 3342 New Windsor Pizza, LLC, not Domino's, and I interviewed with Mohammad, who is an employee at 3342 New Windsor Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3342 New Windsor Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 42 of 61

4. My supervisors also are responsible for setting my salary, as well as giving me

pay increases. Similarly, 3342 New Windsor Pizza, LLC is responsible for paying my wages,

and each of my paychecks comes from 3342 New Windsor Pizza, LLC, not Domino's.

5. I have always worked at or from 3342 New Windsor Pizza, LLC's restaurant, and

I use 3342 New Windsor Pizza, LLC's tools, such as ovens and other pizza-making equipment,

to perform my duties. I have never worked for any other franchisees, nor have I ever worked for

Domino's or any of its corporate stores.

6. I only work with employees of 3342 New Windsor Pizza, LLC, and not any

employees of Domino's. I have never met or interacted with any employees of Domino's.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 3342 New Windsor Pizza, LLC. I do not consider myself to be an employee

of Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By: Mohammach Hayat

Printed Name: Mohammach Hayat

Date: 02.16.13

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 420 Windsor Highway, New Windsor, New York 12553. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action. You have further explained, and I understand, that on February 13, 2017 the court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

By: modammed Harat

Printed Name: mohammed Haxat

Date: 2216.17

I, Tarek Aziz, am a Delivery Driver at 1017 Jericho Tpke LLC, a franchised Domino's® store located at 1017 Jericho Turnpike, New Hyde Park, New York 11710. This declaration is based on my personal knowledge, unless otherwise indicated.

- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 1017 Jericho Tpke LLC, and I do not believe that Domino's ever was my "employer." I was hired by 1017 Jericho Tpke LLC in October 2016, not by Domino's. I applied directly to 1017 Jericho Tpke LLC, not Domino's, and I interviewed with an employee at 1017 Jericho Tpke LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 1017 Jericho Tpke LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, 1017 Jericho Tpke LLC is responsible for paying my wages, and each of my paychecks comes from 1017 Jericho Tpke LLC, not Domino's.

5. I have always worked at or from 1017 Jericho Tpke LLC's restaurant, and I use

1017 Jericho Tpke LLC's tools, such as ovens and other pizza-making equipment, to perform my

duties. I have never worked for any other franchisees. I previously worked for a Domino's

corporate store located in Queens Boulevard. I worked at the store in Queens Boulevard for

approximately 8 months in 2016. I used the Queens Boulevard store's tools and equipment

while I was working at that store.

6. While working at 1017 Jericho Tpke LLC, I only work with employees of 1017

Jericho Tpke LLC, and not any employees of Domino's. I have never met or interacted with any

employees of Domino's while working at 1017 Jericho Tpke LLC.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 1017 Jericho Tpke LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

Printed Name: 7

Date:

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 1017 Jericho Tpke LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

Printed Name:

Date:

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, Cookston Enterprises, Inc. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

By:
Printed Name: Mohammand M Khan
Date: 02-09-13

- I, Mohammad Khan, am a Delivery Expert at Cookston Enterprises, Inc., a franchised Domino's® store located at 170 West 23rd Street, New York, New York 10011. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is Cookston Enterprises, Inc., and I do not believe that Domino's ever was my "employer." I was hired by Cookston Enterprises, Inc. in 2016, not by Domino's. I applied directly to Cookston Enterprises, Inc., not Domino's. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of Cookston Enterprises, Inc. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, Cookston Enterprises, Inc. is responsible for paying my wages, and each of my paychecks comes from Cookston Enterprises, Inc., not Domino's.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 49 of 61

5. I have always worked at or from Cookston Enterprises, Inc.'s restaurant, and I use

Cookston Enterprises, Inc.'s tools to perform my duties. I have never worked for any other

franchisees, nor have I ever worked for Domino's or any of its corporate stores.

6. I only work with employees of Cookston Enterprises, Inc., and not any employees

of Domino's.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with Cookston Enterprises, Inc. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By: Mohammal M Khan

Printed Name: Mohammal M Khan

Date: 02-09-17

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's franchisees (the "Franchisees"), including my employer, Mumbuh Style Pizza, Inc., located at 943 1st Avenue, New York, New York 10022. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

I, Gladys Towa, am an Insider at Mumbuh Style Pizza, Inc., a franchised Domino's® store located at 943 1st Avenue, New York, New York 10022. This declaration is based on my personal knowledge, unless otherwise indicated.

- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is Mumbuh Style Pizza, Inc., and I do not believe that Domino's ever was my "employer." I was hired by Mumbuh Style Pizza, Inc. in January 2017, not by Domino's. I applied directly to Mumbuh Style Pizza, Inc., not Domino's, and I interviewed with Ashraf H, who is an employee at Mumbuh Style Pizza, Inc. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of Mumbuh Style Pizza, Inc. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, Mumbuh Style Pizza, Inc. is responsible for paying my wages, and each of my paychecks comes from Mumbuh Style Pizza, Inc., not Domino's.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 52 of 61

5. I work at or from Mumbuh Style Pizza, Inc.'s restaurant, and I use Mumbuh Style

Pizza, Inc.'s tools to perform my duties. I used to the work at the Domino's franchise on 72nd

Street. I have never worked for Domino's or any of its corporate stores.

6. I only work with employees of Mumbuh Style Pizza, Inc., and not any employees

of Domino's. My interaction with Domino's employees, if any, has been solely with respect to

store inspections, which are brief and infrequent. None of these inspectors have ever given me

instructions about how I should perform my duties.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with Mumbuh Style Pizza, Inc. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

Printed Name: 1018/14 GLADYS
Date: 2/11/17

FranchisorDefs-00021034

I, Nur Nabi, am a Delivery Expert at 3694 Lower East Side Pizza, LLC, a franchised Domino's® store located at 205 Allen Street, New York, New York 10002. This declaration is based on my personal knowledge, unless otherwise indicated.

- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3694 Lower East Side Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3694 Lower East Side Pizza, LLC in October, 2016, not by Domino's. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3694 Lower East Side Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, 3694 Lower East Side Pizza, LLC is responsible for paying my wages, and each of my paychecks comes from 3694 Lower East Side Pizza, LLC, not Domino's.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 54 of 61

I have always worked at or from 3694 Lower East Side Pizza, LLC's restaurant, 5.

and I use 3694 Lower East Side Pizza, LLC's tools to perform my duties. I have never worked

for any other franchisees, nor have I ever worked for Domino's or any of its corporate stores.

I only work with employees of 3694 Lower East Side Pizza, LLC, and not any 6.

employees of Domino's.

To my knowledge, Domino's has had no involvement in any aspect of my 7.

employment with 3694 Lower East Side Pizza, LLC. I do not consider myself to be an employee

of Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

By: Rurnell
Printed Name: NUR NABI

Date: <u>02-07-2017</u>

Confidential

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3694 Lower East Side Pizza, LLC, located at 205 Allen Street, New York, New York 10002. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

By: Number NUR NABI

FranchisorDefs-00021046

- I, Ester Rodriguez, am a CRS at 3551 Yonkers Pizza, LLC, a franchised Domino's® store located at 132 Tuckahoe Road, Yonkers, New York 10710. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that on February 13, 2017 the court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3551 Yonkers Pizza, LLC, and I do not believe that Domino's ever was my "employer." I was hired by 3551 Yonkers Pizza, LLC in February, 2017, not by Domino's. I applied directly to 3551 Yonkers Pizza, LLC, not Domino's, and I interviewed with Beatriz Quispe, who is an employee at 3551 Yonkers Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3551 Yonkers Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 57 of 61

4. My supervisors also are responsible for setting my salary, as well as giving me

pay increases. Similarly, 3551 Yonkers Pizza, LLC is responsible for paying my wages, and

each of my paychecks comes from 3551 Yonkers Pizza, LLC, not Domino's.

5. I have previously worked at a Domino's owned corporate store in the Bronx.

While working at 3551 Yonkers Pizza, LLC, I use 3551 Yonkers Pizza, LLC's tools, such as

ovens and other pizza-making equipment, to perform my duties. I have never worked for any

other franchisees.

I only work with employees of 3551 Yonkers Pizza, LLC, and not any employees

of Domino's. While working at 3551 Yonkers Pizza, LLC, I have never met or interacted with

any employees of Domino's.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 3551 Yonkers Pizza, LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct.

Bv:

Printed Name: 4

Date:

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3551 Yonkers Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action. You have further explained, and I understand, that on February 13, 2017 the court presiding over these lawsuits conditionally certified a collective action for claims brought under the Fair Labor Standards Act.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

ву: \_\_\_\_

Printed Name:

Date:

- I, Patricia Perez, am a Shift Runner, at 3489 Riverhead Pizza, LLC., a franchised Domino's® store located at 158 Old Country Road, Riverhead, New York, 11901. This declaration is based on my personal knowledge, unless otherwise indicated.
- 1. I understand that lawsuits captioned *Kucher v. Domino's Pizza, Inc.*, No. 16-cv-2492, and *De Los Santos v. Hat Trick Pizza, Inc.*, No. 16-cv-06274, have been filed by former employees of various Domino's® franchises, and that the Plaintiffs in these lawsuits claim they were not properly paid as required by law. I further understand that the Plaintiffs claim that they were jointly employed both by the franchisee for whom they worked and by Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") at the same time.
- 2. My current employer is 3489 Riverhead Pizza, LLC., and I do not believe that Domino's ever was my "employer." I was hired by 3489 Riverhead Pizza, LLC. in August 2013, not by Domino's. I applied directly to 3489 Riverhead Pizza, LLC., not Domino's, and I interviewed with Sammy Samudio, who is the Manager of 3489 Riverhead Pizza, LLC. I never met with or spoke to anyone from Domino's in connection with my hiring.
- 3. The only people who supervise me are employees of 3489 Riverhead Pizza, LLC. On a daily basis, these supervisors oversee my work, assign me tasks and duties, set my schedule, give me performance feedback, and control all other aspects of my employment. My supervisors also set the rules at work and discipline employees for any misconduct.
- 4. My supervisors also are responsible for setting my salary, as well as giving me pay increases. Similarly, 3489 Riverhead Pizza, LLC is responsible for paying my wages, and each of my paychecks comes from 3489 Riverhead Pizza, LLC, not Domino's.

Case 1:16-cv-02492-AJN-KNF Document 436-15 Filed 10/31/17 Page 60 of 61

I have always worked at or from 3489 Riverhead Pizza, LLC.'s restaurant, and I 5.

use 3489 Riverhead Pizza, LLC.'s tools, such as ovens and other pizza-making equipment, to

perform my duties. I have never worked for any other franchisees, nor have I ever worked for

Domino's or any of its corporate stores.

I only work with employees of 3489 Riverhead Pizza, LLC., and not any 6.

employees of Domino's. My interaction with Domino's employees has been solely with respect

to about 3 or 4 store inspections. None of these inspectors have ever given me instructions about

how I should perform my duties.

7. To my knowledge, Domino's has had no involvement in any aspect of my

employment with 3489 Riverhead Pizza, LLC. I do not consider myself to be an employee of

Domino's and do not wish to pursue any claims against Domino's.

I declare under penalty of perjury that the foregoing is true and correct to the best of my

knowledge.

By:

Printed Name: Va

You have explained, and I understand, that you are an attorney representing Domino's Pizza, Inc., Domino's Pizza LLC and Domino's Pizza Franchising LLC (together, "Domino's") and that you do not represent me. I further understand that you are investigating certain claims made in lawsuits filed against Domino's and certain Domino's® franchisees (the "Franchisees"), including my employer, 3489 Riverhead Pizza, LLC. You have further explained, and I understand, that you do not represent the Franchisees. You have explained to me, and I understand, that the plaintiffs in these lawsuits, who are former employees of certain of the Franchisees (the "Plaintiffs"), wish to bring these lawsuits on behalf of former and current employees of the Franchisees and that, if the court certifies or approves this class, I may be eligible to participate in this lawsuit with certain rights arising from or relating to such action.

You have explained to me that the lawsuits allege that certain employees of the Franchisees were not paid for all hours they worked, were not paid at the required minimum wage rate, were not paid at the required overtime rate, and did not receive all tips that they were owed, among other purported wage and hour violations. You further explained that the Plaintiffs allege that Domino's should be held liable for the Franchisees' alleged failure to make these payments as a "joint employer." You have further explained to me that Domino's disputes these claims and contends that it is not the employer of, and never employed, the Franchisees' employees. I understand that part of your investigation includes interviewing employees of the Franchisees, such as me.

I have been advised that if I am currently represented by an attorney or would like to have one present, I should not participate in this interview. You have further advised me that should I have any questions regarding this interview, I am entitled to speak to an attorney of my own choosing. You have also offered to give me the name and contact information of the attorney who is representing the Plaintiffs. I acknowledge that my participation in this interview is completely voluntary and that I can decline to participate at any time, and for any reason. I further understand that I may not be subjected to retaliation based upon my decision to participate, or not participate, in this interview.

I have read and understand the above statement.

By: Printed Name: Patricia Percel
Date: 02/07/2017